

**CITY OF KINGMAN**  
**MEETING OF THE GOLF COURSE ADVISORY COMMISSION**  
**City Council Chambers**  
310 N. 4<sup>th</sup> Street  
www.cityofkingman.gov

4:30 P.M.

**AGENDA**

**Wednesday, May 20, 2015**

**REGULAR MEETING**

**CALL TO ORDER & ROLL CALL**

**1. APPROVAL OF MINUTES**

Regular Called Meeting minutes of February 18, 2015.

**2. CALL TO THE PUBLIC – COMMENTS FROM THE PUBLIC**

Those wishing to address the Commission should fill out request forms in advance. Action taken as a result of public comments will be limited to directing staff to study the matter or rescheduling the matter for consideration and decision at a later time. Comments are limited to two minutes in matters regarding Cerbat Cliffs Golf Course.

**3. WELCOME NEW MEMBER**

One new member to be welcomed – James Powell

**4. ANNUAL ELECTION OF CHAIRPERSON**

Discussion and Possible Action

**5. GOLF PRO'S REPORT / COURSE PLAY**

Reports on Tournaments  
Reports on Course Play, and Driving Range Numbers

6. **ANNUAL CONTRACT RENEWAL**

Letter Regarding Annual Contract

7. **GOLF COURSE SUPERINTENDENT REPORT**

Completed projects and upcoming projects at the Golf Course

8. **DISCUSSION ON PROMOTIONAL MATERIAL**

Discussion and Possible Action regarding promotional ads and ideas.

9.. **COMMISSION PURPOSE / RESPONSIBILITIES**

Discussion on Golf Course Members Purpose and Responsibilities

10. **DIRECTORS REPORT**

Discussion and Possible Action taken pertaining to Golf Course business  
Next Meeting – August 19, 2015

11. **ANNOUNCEMENTS BY COMMISSION MEMBERS**

*Limited to announcements, availability/attendance, requests for agenda items for future meetings.*

**ADJOURNMENT**

Posted \_\_\_\_\_ by Karen Fogg

**CITY OF KINGMAN**  
**REGULAR MEETING OF GOLF COURSE ADVISORY**  
**Council Chambers**  
**310 N. 4<sup>th</sup> Street**  
[www.cityofkingman.gov](http://www.cityofkingman.gov)

4:30 P.M.

Minutes

Wednesday, February 18, 2015

Members:	Officers:	Visitors Signing In:
Frank Gurzi, Chairperson	M. Meersman, Parks and Recreation Director/Golf Course Superintendent	See attached list
David Dale	L. Carver, Council Liaison	
Joe Farner	L. Pitts, Cerbat Cliffs Manager	
Bill Fogg	K. Fogg, Recording Secretary	
Julie Moon		
Kelly Pickering		

**REGULAR MEETING**

**CALL TO ORDER AND ROLL CALL**

Commission Chairperson Gurzi called the meeting to order at 4:30 p.m. roll call was taken.

Commission Members Present: Farner, Fogg, Gurzi, Moon

Staff: Meersman, Yocum, Fogg

Commission Member Excused: Dale, Pickering

**1. APPROVAL OF MINUTES**

Regular meeting minutes of November 19, 2014.

Commission Member Bill Fogg made a MOTION to APPROVE the Regular Meeting Minutes of November 19, 2014. Commission Member Joe Farner SECONDED and minutes were APPROVED by a vote of 4-0.

2. **CALL TO THE PUBLIC – COMMENTS FROM THE PUBLIC**

Those wishing to address the Commission should fill out request forms in advance. Action taken as a result of public comments will be limited to directing staff to study the matter or rescheduling the matter for consideration and decision at a later time pursuant to A.R.S. 38-431 et al. Comments from the Public will be restricted to items not on the agenda. There will be no comments allowed that advertise for a particular person or group. Comments should be limited to no longer than 2 minutes.

No one from the public to speak.

3. **WELCOME NEW MEMBER/STAFF**

Commission Chairperson Gurzi greeted and welcomed new member, Julie Moon, to the commission.

Councilman Carver was out of town on other business.

4. **OPEN MEETING LAWS**

See Attachments

City Clerk, Sydney Muhle, presented the annual open meeting laws review to commission members.

5. **ANNUAL ELECTION OF CHAIRPERSON**

Due to the total members present, a motion and vote for chairperson would need to be tabled until the May Meeting.

6. **GOLF PRO'S REPORT / COURSE PLAY**

Levi Pitts was not available for the meeting. Director Mike Meersman advised postponing part of the report until the next meeting when Levi is present.

The course play numbers and upcoming tournaments are listed in your packet. Some groups have not verified that would be having their tournament on the same date. Levi is working on getting the rest signed up.

The rates recommended to exclude sheet is also in the packet. If you have looked at it and have any questions, he would be happy to answer them. There is only two or three he recommended excluding. Director Meersman wanted to hold off and talk about it at the next meeting. The two in yellow, they should consider combining because there are so many different rates. The others, hardly anyone uses. The off season rates in yellow, maybe if there was just one off season rate. Instead of having a seven day and five day, make the seven day slightly less and have that cover everything. Super Saver Cards, hardly anyone uses and he wants to get away from those. This could be discussed at the next meeting.

Member Fogg stated that he has seen, in the local publications, an ad for four golf courses down in the tristate area that you could pay one fee and for thirty days you could play any one of the four courses. Have you or Levi seen that promotion.

Director Meersman said he hadn't seen the promotion.

Member Fogg said he would bring the ad to show him. He didn't know if we could look at hooking up with whoever is doing something like that but he's under the impression it's geared toward snowbirds. The fee may be \$400 for unlimited golf for thirty days.

A Motion by Member Fogg for Ad discussion on the Promotion from the Ads Pay Booklet or any other possible promotions. Motion was seconded by Member Julie Moon, all favored by vote of 4-0.

## 7. **GOLF COURSE SUPERINTENDENT REPORT**

### **Report Attached**

Director Meersman touched on some key points.

Snow cover we recently had was the longest we've ever had since he's been here and the course was closed for five days. It usually melts that day or the next.

We have to be very cautious due to liability reasons when there's ice around the course so we have to be very careful about that. The shaded areas and the greens where the ice got thick, in order to open on that sixth day we had to flush the ice out of the ground with water.

The greens are doing well this winter.

The new putting green is coming in nicely.

We've done some work on the water retention areas. Behind the driving range, that area is holding three times the amount of water it used to. We dug a lot of soil out of there to do the project on #18.

The retention area left of #2 is finished. We tripled the size of that area.

The staff and inmates are spending time on the tees filling in divots with sand/seed mix. He encourages all golfers to do that as well.

The forward tee on #10 is filling in nicely and will be using it soon.

Tree pruning has been done. An unhealthy tree by #15 green had to be taken out. A lot of the trees on the course were planted too close to the greens and any time they are planted that closely the tree roots come out onto the green taking the nutrients and moisture from the green. Root pruning has been done in those areas also.

People don't like when we take out trees but we have also planted forty trees this year. It may look like we're not replenishing, but they were planted in the wrong place to start. It's important to work at keeping the trees healthy. The willows by #9, several by #15 were pruned up.

Subsurface draining was installed by #17 green cart path.

Cart path improvements up to #17 turned out nice. It has a turnaround up there and will make it a lot easier for everybody to get closer to the green and not have such a long walk up there.

The cart path to the left of #15 turned out better than he would have envisioned. Next year we're going around the right side of #15 green and tie a cart path into the one in back. We want to minimize the traffic in front of the greens where it's almost down to the dirt in those areas.

The composting rate this year was cut in half and is aged a lot more and dried. Toward the end of last year's composting we were getting some compost that hadn't had a chance to dry as well. It was all tested and safe but had a lot more odor. The odor isn't as bad this year.

Member Farner added that the odor wasn't as bad and was an amazing improvement.

Director Meersman stated that it works so good that on #16 fairway you can see the areas we've done and it looks beautiful in those areas. It also helps come through the winter.

The #18 fairway widening project where the cities property line is much closer than we had originally thought comes right to the edge of the cart path on #18. If the neighbors wanted to they could ask us to make that out of bounds and not allow people to play from that area. So before that ever occurred we decided to widen it out to the left and it's filling in nicely. It was seeded January 23<sup>rd</sup> and if you've been out there, it's unbelievable how green it is.

The mess on #11, the water supplied to the maintenance facility comes from the meter behind #1 green. The pipe runs all across the golf course to #11 and then starts turning toward the maintenance building. We've had six leaks in that pipe and to find the leaks we have to dig all that area up. We're in communication with the water department and looking into getting a new meter installed on Greenway. The water line to feed the maintenance facility was put in before Greenway and all the houses on Greenway were there. That's why it came from #1 and all across there. The 1 ½" pipe isn't enough to handle the fire suppression irrigation that's in our maintenance facility. To put a new meter by Greenway, we'll put a larger pipe that will handle the fire suppression system a lot better. It's important that it gets in and done properly.

On #12 where there was a hump, we've removed the sod up to the green and leveled the hump down and we're going to cut that down to fringe height, there will be an approach to the green. Being a long par 5 and into the wind, we thought it would be better so people would have an opportunity to run it on there. Even if they land there, the shot to get it to be able to salvage a par will be a more reasonable shot. The way the mound was and length of grass it was hard to cut down. It will be cut down to the height of the fringe mowers on the greens.

The crew has done a great job over the winter with the projects they've completed. It's encouraging when a vision for how a project should turn out and it turns out even better

than you thought it would be. We've had so many of them to turn out that way. The cart paths on #17 and #15, those both really nice and will make those holes much better.

We utilized 1,245 hours of inmate labor and that's been a big help for us, filling in divots, raking bunkers, edging cart paths, a lot of those tasks that take a lot of labor.

Member Fogg asked about the work going on at #12 with the little round about for the carts at the end of the cart path, the area was real mushy. Was this a sprinkler malfunction or the sign with the problem we have on #15 because everybody takes their carts there?

Director Meersman said it was primarily because everybody goes there but what we did was found that a lot of our sprinklers out the front and a nozzle off the back that gets the closer area and some have two nozzles off the front that get right around the head. On that hole we capped one of those nozzles, so that area should be getting better. Today we sand top dressed that whole area. So if you get some sand in there, it will help the wet compacted area.

Member Fogg also reported that the sand trap to the right on the back of #15, are you closing that in?

Director Meersman stated that both were made bigger. It's a saving bunker, you're better off hitting there and staying there, then running back. When bunkers are too small, they're hard to maintain with mechanical trap rakes. You can't get in and make big turns and you leave big ridges, that's why we like to have them a little larger to maintain them better.

Member Fogg asked if there was a target date for the new fairway on #18.

Director Meersman said it's growing in beautiful but it's hard to tell. So much depends on the weather. We composted the whole area which will help too.

Member Farner asked if there was really a problem with frost delay on the driving range.

Director Meersman stated that if people walk up there when its frost it does do damage to the grass. We have a hard time keeping grass on the tee because of all the traffic it gets. Also, if we watered down the range for people to use, they would also start playing on #16. So it's a combination of both problems. The Pro Shop is not close enough to that area to control what people are doing.

Member Farner stated he had never heard of a delay for frost on a driving range. The two or three people on it in the morning, is that really going to do a lot of damage?

Director Meersman stated that it does because wherever they are walking, it kills the grass.

Member Farner said that you could walk across a public park at any time of day and never really see any damage in a public park.

Director Meersman said you can see damage. Come to Centennial, by his office, and see the bad turf from the kids at Kingman Academy constantly walking on it. Also tee height is cut at 3/8", that's going to get damaged more than grass that's cut at 3". A lot of golf courses will have synthetic turf across the back of the driving range tee. So when it is frosty, people can go on that and hit off of those mats. We may want to look at getting a section across the back of the tee with that material during a frost delay.

Member Farner sees a lot of people hanging around for more than an hour, they could be utilizing the driving range. Does the city get the revenue from that?

Director Meersman said the city does get a percentage from the range.

Member Farner said that could be revenue the city is losing out on. It would give golfers something to do while waiting out the frost delay.

Director Meersman said they try to water off down #1 fairway and #2 fairway to get them out there earlier. If you wash the frost off its not damaging as the sun starts coming up. The time is gets the coldest is right before the sun is coming up. We usually wait until 38 or 39 degrees before turning on the sprinklers and watering the frost off. If you do it too early, there will be patches of ice and people can slip and fall. We try to get people to not come to the golf course so early when there is frost.

Member Moon said that the city maintains the driving range and if we're ruining the driving range, we're spending more time fixing it.

Member Farner said there are so divots out there I can't see where a handful of footprints would damage it anymore.

Director Meersman stated the gate would be closed because many time in the past it would be closed and we would let people up on the range, then look and they would be going down #16 fairway. It's a combination of a lot of those things.

Member Farner said that now they would have an idea of what to tell some of these people.

8. **MEMBER REPLACEMENT**

Director Meersman said Mr. Vandagriff is interested. Mr. Powell is out of town. Last meeting they were unavailable to come to the meeting and speak.

Member Moon asked if there was a description of the actual purpose of this commission. She has heard a lot of the members talk at the last meeting and now and hopes that people aren't wanting to join this commission to put in their blurbs on how they want the golf course run or changed. We do what's best for the city and the golf course and we take from experience and knowledge and hope the member is good but what is the description of what we are to do here.

Chairperson Gurzi said that he and Mr. Meersman just had a discussion about that before the meeting. He's been on the commission for almost seven years and it's just a meeting. He asked Mike basically what the commission was set up for, what is our purpose. We can't vote on anything that would make a difference to the golf course. We can make recommendations to the council and basically we are here to help the golf course in any way we see fit. As far as a break down, Mike says there's something there and asked if he could bring it to the next meeting.

Director Meersman said he would email you and put it in the agenda packet too.

Chairperson Gurzi would like to discuss at the next meeting what our purpose as a commission is, what are we supposed to do. He's been here for seven years and has been in some meetings that were just crazy. Good question Julie we should discuss and go over the purpose of this commission.

After looking over applications and discussion a Motion was made by Joe Farner to recommend James Powell to the commission. Motion was seconded by Member Fogg, all members favored by 4-0 vote.

9. **WATER CONSERVATION**

**Report Attached**

Director Meersman presented a power point presentation for Water Conservation which entails:

- Mother Nature's Variables
- Heat
- Cold
- Wind
- Humidity
- Rain Amounts
- Soil Type

10. **DIRECTORS REPORT**

Director Meersman stated the next meeting is May 20, 2015

11. **ANNOUNCEMENTS BY COMMISSION MEMBERS**

*Limited to announcements, availability/attendance at conferences and seminars, requests for agenda items for future meetings.*

Member Fogg inquired about the purchasing a roto-rooter.

Director Meersman said that Home Depot, over time, sells the ones they rent and that he would like to get one. He is on their list to be called when one is available.

**ADJOURNMENT**

Commission Member Bill Fogg made a MOTION to ADJOURN. Commission Member Joe Farner SECONDED and was APPROVED by a vote of 4-0.

**ADJOURNMENT: 5:30 p.m.**

STATE OF ARIZONA)  
COUNTY OF MOHAVE)ss:  
CITY OF KINGMAN)

**CERTIFICATE OF COMMISSION MINUTES**

I, Karen Fogg, Parks & Recreation Administrative Assistant and Recording Secretary of the City of Kingman, Arizona, hereby certify that the foregoing Minutes are a true and correct copy of the Minutes of the Regular Meeting of the Golf Course Advisory Commission of the City of Kingman held on November 19, 2014.

Dated this \_\_\_\_\_ day of February, 2015

\_\_\_\_\_  
Karen Fogg, Administrative Assistant and Recording Secretary

**Golf Advisory Commission Attendance Sheet**

Year Term is Up	Jan.		Feb.		March		April		May		June		July		August		Sept.		Oct.		Nov.		Dec.	
	Reg.	Spec.	Reg.	Spec.	Reg.	Spec.	Reg.	Spec.	Reg.	Spec.	Reg.	Spec.	Reg.	Spec.	Reg.	Spec.	Reg.	Spec.	Reg.	Spec.	Reg.	Spec.	Reg.	Spec.
'17=	N		EX		N		N				N		N				N		N				N	
17-	O		P		O		O				O		O				O		O				O	
*15-			P																					
*15	M				M		M				M		M				M		M				M	
'15-	E		EX		E		E				E		E				E		E				E	
'16=	E		P		E		E				E		E				E		E				E	
'16=	T		P		T		T				T		T				T		T				T	
Council	I				I		I				I		I				I		I				I	
Council	N				N		N				N		N				N		N				N	
Golf Pro	G		EX		G		G				G		G				G		G				G	
Director			P																					
Council			EX																					

**Membership Code:**

- YR - In first 3 year term
- YR = In second 3 year term
- YR \* Appointed to less than 18 month term
- YR =- Serving third 3 year term (super majority vote)

## 2015 Tournament Schedule

### Cerbat Cliffs Golf Course

	EVENT	DATE	DAY	TIME	# GOLFERS	Notes
Mar	Farnham Group	3/14/2015	Fri	9:30 AM	24	Tee Times
	Simpson Group	3/14/2015	Sat	8:45 AM	12	Tee Times
April	Ladies Fun Group	4/8/2015	Tues	9:00 AM	44	Shotgun Front Nine
	Rotary	4/12/2015	Sat	9:00 AM	144	Shotgun all holes
	Central Church	4/18/2015	Sat	8:00 AM	40	Tee Times
	Fred Lingenfelter	4/26/2015	Sat	8:00 AM	144	Entire Golf Course
May	Margarita Open	5/2/2015	Sat	8:00 AM	72	Shotgun back to 15
	KAOL	5/9/2015	Sat	8:00 AM	40	Shotgun behind Mens
	United Ways	5/16/2015	Sat	8:00 AM	100	Shotgun back to 15
	Desert/Shuffler	5/30/2015	Sat	8:00 AM	144	Shotgun all holes
	Desert/Shuffler	5/31/2015	Sun	8:00 AM	144	Shotgun all holes
June	KMGA	6/13/2015	Sat	8:00 AM	50	Shotgun back to 15
	Lee Williams	6/26/2015	Fri	Dark	40	Old Front Nine
	KAAP	6/27/2015	Sat	8:00 AM	100	Shotgun back to 15
July	COK JR	7/7/2015	Tues	7:00 AM	55-75	Tee Times
	COK JR	7/8/2015	Wed	7:00 AM	55-75	Tee Times
	Firemans	7/11/2015	Sat	8:00 AM	144	Shotgun all holes
	Pine Lake	7/18/2015	Sat	8:00 AM	100	Shotgun back nine
Aug	Shirochman	8/12/2015	Wed	8:00 AM	40	Tee Times
	Shirochman	8/13/2015	Thurs	8:00 AM	40	Shotgun back to 15
	Code 3	8/15/2015	Sat	8:00 AM	100	Shot Gun Back Nine
	Elks	8/22/2015	Sat	8:00 AM	72	Shotgun back to 15
Sept	ARCA	9/10/2015	Thurs	8:00 AM	80	Shotgun back to 15
	MEC	9/12/2015	Sat	8:00AM	72	Shotgun back to 15
	KRMC	9/19/2015	Sat	8:00AM	72	Shotgun back to 15
	Holly Mack Glo Ball	9/25/2015	Fri	Dark	72	Original (9)
	KMGA Club Championship	9/26/2015	Sat	8:00 AM	50	Tee Times
	KMGA Club Championship	9/27/2015	Sun	8:00 AM	50	Tee Times

Tournaments Not Confirmed

Lake Esnore

Kelly Tanner		
Krush		
City/County		

Updated 05/06/2015 (lep)









# City of Kingman

310 NORTH FOURTH STREET • KINGMAN • ARIZONA • 86401 • (928)753-5561

[www.cityofkingman.gov](http://www.cityofkingman.gov)

May 11, 2015

Reference: Golf Course Manager Agreement

Dear Golf Course Advisory Commission Members,

The term of the current Golf Course Manager Agreement ends December 31, 2015. At the May 20<sup>th</sup> meeting please be prepared to discuss and take action on a Recommendation to Council to;

1. In support of renegotiating the Golf Course Manager Agreement with the Current Golf Course Manager Levi Pitts of Cerbat Golf L.L.C.
2. Move forward to do an RFP (Request for Proposals) for a Golf Course Manager.

Levi has been the Golf Course Manager at Cerbat Cliffs since July 1, 2012. Levi would like the opportunity to re-negotiate the Golf Course Manager Agreement which the current agreement provides for should the Council choose to.

Over the time Levi has been in this position the golf industry has experienced some very challenging times. With the recession and struggling economy worldwide; recreation and golf in particular have struggled. During these challenging times Levi has retained most of the existing tournaments that were here when he came to Cerbat Cliffs and even brought in several additional events as well.

During Levi's time as the Golf Course Manager he and his staff have made some excellent changes to the Cerbat Cliffs Pro Shop and the restaurant operation. More important than any structural changes; is the fact that there is a much improved atmosphere with the customers in the Pro Shop and Restaurant area. He and his staff do a very good job in hosting tournaments. Levi and his current staff have been very good to work with.

Please review the attachments and be prepared to discuss and take action on a recommendation to Council. If you have any questions please feel free to contact me.

Attached are:

1. A letter from Levi Pitts, Golf Course Manager Cerbat Cliffs Golf L.L.C.
2. The current Golf Course Manager Agreement.
3. The 1<sup>st</sup> Amendment to the Golf Course Manager Agreement.

Sincerely,

Mike Meersman  
Director of Parks & Recreation Department  
Phone (928) 692-3105  
Cell (928) 303-6087  
Email: [mmeersman@cityofkingman.gov](mailto:mmeersman@cityofkingman.gov)

"KINGMAN, HEART OF HISTORIC ROUTE 66"

Date: May 11, 2015

To: City of Kingman - Golf Course Advisory Commission

From: Levi E. Pitts, Golf Course Manager

Purpose of this letter is ask for your support in reference to the continuation of the Golf Course Management Agreement between Levi E. Pitts dba Cerbat Golf LLC and the City of Kingman.

For the endurance of the Contract between myself and the City of Kingman I have performed as agreed. Each year we have exceeded the income goals as designated and agreed upon in the contract. I would like to outline some of the obligations, duties and expenses required for me to continue and preform as required.

- General Liability Insurance was required for the signing of the Management contract. In March 2012 I began paying general liability insurance premiums on the facilities I received no income from until July 1, 2012. During that time Paul Mowry and I were both paying premiums. From March to July 1<sup>st</sup> I paid approximately \$10,000.00 in insurance premium. Our annual cost for the General Liability required is \$19,700.00.
- When I took over in July I was left with 30 years of Paul Mowry's clean up. He left with one file cabinet and I cleaned up for the next six months painting and doing remodeling to make the clubhouse more presentable.
- Because of conditions in the kitchen area we had to do some major cleanup and repair before the County would issue the new permit in my name.
- To be diplomatic and make the transition from the Mowry's to myself I paid \$18,000.00 for his Pro-Shop Inventory and \$8,000.00 for the food and beverage inventory. These are all issues that need to be addressed when making changes in management. (I have approximately \$35,000 in Inventory.)
- Included with the remodel I purchased new TV's for the Pitts Stop Bar & Grill, Pro-Shop and the new Patio.
- Purchased all the Computers, Monitors and Printers required for the computer system and pay half the cost of the computer system.
- Purchased balls for the driving range and tokens.
- Had the plans drawn for the new Patio, got the plans engineered and assisted in enlisting bids to get the costs down to what the budget required.
- Put private lockers in the storage room off the Pro-Shop. Updated the scoring area – changed the area for rental carts so they would not be confused with rental returns.
- There was minimal storage in the clubhouse so I set up the conference room for our club repair instead of repairing in the Pro-Shop. Installed shelving for storage of our extra dry goods. Build racks for rental clubs.
- Have developed a good working relationship with the Golf Course Maintenance. It's important that we understand and respect each other's duties and responsibilities.
- Our Junior Golf Program is one of the best in the State. We have had up to 175 children from age 5 to teenagers in the program.
- We support our High School Golf teams. I was the coach for the Kingman Academy of learning last year and the golf team took 1<sup>st</sup> place in State. It was a proud moment for me.

The Golf Course Management Agreement was new for all parties so there have been issues to address during the change-over. I have complied with any and all demands made referring to my agreement.

As you all know I have had health issues. During tournaments and group gathering I have brought the subject of my health up and explained that I was very sick but I'm improving on a weekly basis. I have an excellent staff in the Pro-Shop and Restaurant and when I am not able to be there we are in constant contact by phone and email.

Status of PGA program: The beginning of level 1 of the PGA program consumed hours of work and study for the first part of the program preparing to take the test on Intro to the PGA, Rules of Golf, PGA By-Laws and Constitution. At a cost of over 2,000.00 I applied and left for Florida for the review of the PGA and what it's all about. It included numerous classes on budgeting, tournaments, and employee relations. There were workshops on staging and setting up golf tournaments for private and municipal courses. The next phase is level 2. I am now in the process of taking classes and testing to complete level 2 of the PGA program.

As with any new business we had to change and set up new accounts with all the vendors in the restaurant and pro-shop. New applications and fees for licenses and permits. Set up for payroll, write employee manuals and employee related costs, expanded accounting system.

The most successful golf courses have one thing in common - continuity. Most small courses have the same management. Example – Emerald Canyon – Steve Benton has been there for over 30 years. One of the most successful golf courses. Rivers Edge – Needles – JC Bacon has been there about the same amount of time. These are county and city owned courses. Golfers are like a big family. They go to a golf course and they feel like they belong because they have golf in common. Golfers traveling will stop in the Golf Course to eat and just check it out.

My family was involved in the golf industry and I was introduced to it at a young age. Having the privilege of being the Golf Course Manager for Cerbat Cliffs Golf Course has been one of my greatest accomplishments and I hope to continue to make it successful.

Thank you in advance for your consideration in this matter.

Respectfully submitted,



Levi E. Pitts, Cerbat Golf LLC

Golf Course Manager

**GOLF COURSE MANAGEMENT AGREEMENT  
FOR KINGMAN MUNICIPAL GOLF COURSE  
AKA KINGMAN CERBAT CLIFFS GOLF COURSE**

This agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the City of Kingman, a municipal corporation of the State of Arizona, hereinafter called "City," and Levi Pitts, dba Cerbat Golf LLC, hereinafter called "Golf Course Manager."

**RECITALS**

**WHEREAS**, the City is the owner of the Kingman Cerbat Cliffs Golf Course, Cerbat Cliffs Golf Course had been a nine hole golf course until 1995 when it became an 18 holes. With the scenic high desert and mountain views, it is a very challenging yet beautiful municipal golf course that offers you affordable rates, features of a resort, and the first class personal touch of a private club;

**WHEREAS**, The Cerbat Cliffs Golf Course is located South of I-40 in Kingman Arizona. The clubhouse is at 1001 Gates Avenue, off of Stockton Hill Road. The Course is a Par 71 layout measuring 6,540 yards from the Black Tees with a corresponding course rating and slope value of Black 71.0/129, Gold 69.3/126, Silver 67.3/116, Copper 69.1/123, Silver Ladies 73.1/135;

**WHEREAS**; The facility includes one 7,400 sq. ft. practice putting green, a short game area including chipping green, a driving range with a 24,000 sq. ft. Tee, Pro Shop is 1,000 Sq ft. including the office and a storage area and club repair shop, the restaurant bar area is 1,200 sq ft, and the cart storage area is 4,000 sq. ft. Parking is plentiful;

**WHEREAS**, the City desires the services of a Golf Professional or equivalent to manage, operate, and promote the golf play activities of the Kingman Cerbat Cliffs Golf Course facility;

**WHEREAS**, the Golf Course Manager warrants that he is qualified and has personally observed the Kingman Cerbat Cliffs Golf Course and the improvements therein and desire to manage golf play activities of the course, along with the operation and management of the Golf Course Club House and Restaurant;

**WHEREAS**, the current Agreement for services expires June 30, 2012, and

**NOW, THEREFORE**, in consideration of the terms, covenants and conditions herein contained, the parties mutually agree as follows:

**AGREEMENT**

**NOW THEREFORE**, for good and valuable consideration, including consideration of the mutual promises, terms and conditions hereinafter set forth, including the mutual

promises and obligations to be performed by the Parties hereto, the Parties agree as follows:

1. **INCORPORATION BY REFERENCE.** The above Recitals shall be incorporated by reference as part of the Parties' agreements and/or as the basis of consideration for this Agreement.
2. **COMMENCEMENT, DURATION, AND TERMINATION.** Performance under this Agreement shall commence following the effective date and it shall continue in full force and effect unless earlier terminated as provided hereinafter. This agreement shall be in effect from July 1<sup>st</sup>, 2012 through December 31<sup>st</sup>, 2015 unless terminated pursuant to the provisions contained herein.

This Agreement may be terminated or canceled by either party as long as the terminating party gives the other parties one hundred and eighty (180) days notice in writing.

This Agreement may be canceled in accordance with A.R.S. Title 38, Chapter 3, Article 8, Section 38-511.

3. **PURPOSES.** The basic purpose of this Agreement is to set forth the terms and conditions of this agreement to provide Golf Course Management services.
4. **GENERAL TERMS, CONDITIONS AND RESPONSIBILITIES**
  - 4.1 **Independent Contractor:** The Golf Course Manager is a solely independent contractor and is not subject to any City of Kingman Personnel Regulations, nor does he, nor any of his employees, have any claim or status under City Kingman Personnel Rules or Benefits. As an independent contractor, the Golf Course Manager shall not purchase merchandise, fixtures, equipment, or inventory on the City's behalf, without prior approval of the City; nor use the City's purchase processes or tax exempt status for any purpose.
  - 4.2 **Liability Insurance:** Provide the City with a liability insurance policy and endorsement naming the City as co-insured for the combined operation of the Golf Course Club House Pro Shop, Restaurant and other services performed under this agreement.

Liability limits shall be as follows:

General Liability	\$1,000,000 each occurrence/\$2,000,000 Aggregate
-------------------	---

(Including Premises/Operations, Products/Completed Operations, Personal Injury/Advertising Injury, Contractual Liability, Independent Contractors, Stop Gap/Employers Liability and Commercial Liquor Liability)

Excess Insurance	\$5,000,000/each occurrence
Fire Damage	\$100,000 any one fire
Commercial Crime	\$250,000
Liquor Liability	\$1,000,000 each occurrence/\$1,000,000 Aggregate (if not included in the general liability)
Professional Liability	\$1,000,000 each occurrence/\$2,000,000 Aggregate
Employer Liability	\$1,000,000 each occurrence/\$2,000,000 Aggregate (if not included in the general liability)
Automobile Liability	\$1,000,000 combined single limit

The General, Personal Injury, Liquor Liability and Excess Insurance shall be written on an occurrence base form. Additionally, no policy listed above shall have a deductible greater than \$25,000 per occurrence.

Worker's Compensation Insurance shall be in compliance with Arizona and any applicable federal statute.

The Golf Course Manager is responsible for any insurance on Manager's personal property kept on-site at the golf course property. The Manager hereby releases the City from any claim arising in any way from loss or damage to Manager's personal property.

- 4.3 **Compliance with Laws and Regulations:** Comply with all laws of the State of Arizona, ordinances of the City of Kingman, and the rules and regulations relating to the Kingman Cerbat Cliffs Golf Course now in effect, or which may be hereafter promulgated by the City or State. Such laws include, but are not limited to: City of Kingman Business License, Health Department licenses/permits, employees will hold appropriate food and beverage handling licenses, and liquor license requirements.
- 4.4 **Housekeeping and Janitorial Services:** The Golf Course Manager agrees to provide general housekeeping and janitorial services for the Golf Pro Shop, Restaurant and Shop, to include cleaning and keeping the entire facility in a sanitary and attractive condition. Routine repair or replacement of all damaged, destroyed or inoperable equipment and furnishings is also the responsibility of the Golf Course Manager. Repair and replacement of furnishings considered to be "permanent" are the responsibility of the City. Such permanent facilities include:

flooring, walk-in coolers, grill, oven, HVAC systems, restroom facilities, fryer, ice machine, etc.

4.5 **Alterations and Additions to the Facility:** The Golf Course Manager may make alterations or additions to the facility subject to the prior written authorization of the City Manager. Any free standing displays, cabinets or other such equipment shall be of an appropriately high quality.

4.6 **Operation of the Golf Course:** The parties agree that all operations or the Course should be of the highest professional caliber. Both the City's and the Golf Course Manager's employees will maintain the highest levels of customer service and professional appearance.

5. **DUTIES OF THE GOLF COURSE MANAGER IN THE MANAGEMENT AND OPERATION OF THE GOLF COURSE**

5.1 The Golf Course Manager shall become a member in good standing with the Professional Golfers Association at a class A rating, no later than January 1<sup>st</sup>, 2015.

5.2 The Golf Course Manager and his staff shall devote their time, skill, labor, and attention to faithfully serve the City through the promotion of the actual conduct of those activities normally associated with the Golf Course, including special events, golf tournaments, and exhibitions.

5.3 The Golf Course Manager shall be responsible for operating and keeping open for public use the Kingman Cerbat Cliffs Golf Course facility every day the course is open for play, including weekends and holidays. The number of days that the course is open and the hours of opening and closing shall be approved by the City Manager.

5.4 The Golf Course Manager shall be responsible for collecting all fees which are imposed by the City incidental to the operation/use of the course. The Golf Course Manager shall be responsible for maintaining separate accounts for each function at the Golf Course, and keep records of all monies received and all expenditures incurred in each separate account, and making daily deposits to the City Finance Department. Said records shall be available to the City for annual auditing purposes.

5.5 The Golf Course Manager shall operate and maintain the following improvements located at the Kingman Cerbat Cliffs Golf Course

- facility: Stock and operate the Golf Pro Shop with golf related merchandise, for sale to the public, keeping with customer demand and needs; maintaining an inventory of golfing equipment for resale. Pricing of merchandise to be set by the Golf Course Manager.
- 5.6 Provide routine cleaning and maintenance of the golf carts and beverage cart, which are provided by the City. Routine maintenance shall be defined as maintaining appropriate tire pressure and cart fueling/charging.
  - 5.7 Manage and schedule driving range operations, which include routine maintenance of the range ball dispensing machine and replacement of range balls and baskets whenever necessary. Routine maintenance shall be defined as a regular cleaning of the machine, particularly the card, bill and token mechanism.
  - 5.8 Provide golf lessons and instructions as the public demand requires, at rates determined by the Golf Course Manager.
  - 5.9 Provide apparatus and materials for cleaning and repairing golf clubs.
  - 5.10 Provide an adequate number of hand (pull) carts and golf club sets, for rental purposes. Rental fees to be set by Golf Course Manager.
  - 5.11 Responsible for all utility and internet connection costs, with the exception of the electricity for the fountain and the pond located by the #9 hole; the City will provide the Manager \$200 per month as compensation.
  - 5.12 Maintain an ongoing program of golf instruction and organized play that meets the demand of the public, corporate, juniors, seniors, men and ladies organizations.
  - 5.13 Cooperate with the City staff to develop golf packages and specials to increase the efficiency of play at the golf course.
  - 5.14 Provide course marshals to facilitate speed of play during peak periods. Marshalling and/or security services may not be bartered with free golf play.
  - 5.15 In order to maximize usage of the course, the Golf Course Manager may offer reduced rates on greens fees and carts. He may also offer complimentary rounds of golf play for purposes of improving the knowledge of greens keepers under the City's

employ and as practiced by the industry. All reduced rates or complimentary rounds must be tracked and reported to the City.

- 5.16 Must manage and enforce private cart agreements with annual insurance requirement.
- 5.17 The Golf Course Manager shall be responsible for acquiring and paying the premium for the liquor liability insurance.

**6. ENFORCEMENT OF RULES, REGULATIONS, STAFFING REQUIREMENTS, AND MANAGEMENT PARTICIPATION**

- 6.1 Enforce all rules and regulations relating to the golf course operation. The enforcement of the rules and regulations will require routinely patrolling the course to verify compliance and ensure the enforcement of all course rules and regulations.
- 6.2 At a minimum, the Golf Course Manager is required to employ one Assistant Golf Course Manager (an individual in good standing with the Professional Golfers Association or Ladies Professional Golfers Association, being at least in the PGA or LPGA apprentice program) and an adequate number of pro shop, starter, ranger and beverage cart personnel so that there are at least three employees on duty at all times (one of which will be either the Golf Course Manager or the Assistant Professional, unless excused by the City Manager).
- 6.3 The Golf Course Manager will report to the Golf Course Superintendent and the City Manager but is responsible for overall operations of the Golf Course and will be required to work closely with the City Manager and the Golf Course Superintendent. The Golf Course Manager will provide professional input to the Golf Course Superintendent on greens and fairway maintenance, pin placement, marking of temporary out of play areas, and the development of improvements to and operation of the Golf Course Facility. The Golf Course Manager or his/her designee shall inspect the course daily. At no time shall the Golf Course Manager or his/her designee give direct orders to any golf course caretaker personnel.
- 6.4 Manage an internet-accessible tee time reservation system, and in conjunction with that system, take reservations for golf starting times, maintain accurate tee documentation and be responsible for starting of players. Permit only those who have paid the required fees to play.

- 6.5 Provide beverage cart service to facilitate customers during periods of play, particularly during peak periods.
- 6.6 Hours of Operation: Open the contract premises for business promptly every day and maintain business hours as scheduled by the City Manager and Parks and Recreation Director.

**7. DUTIES OF THE GOLF COURSE MANAGER IN THE OPERATIONS AND MANAGEMENT OF THE RESTAURANT**

- 7.1 The Golf Course Manager will be responsible for operating and keeping open for public use the restaurant portion of the Golf Course Club House every day the course is open for play, including weekends and holidays. Daily hours of operation shall be negotiated with and set by the City. At a minimum, the restaurant will be open to the public at least eight (8) hours per day.
- 7.2 This will include the Golf Course Manager's responsibility of providing beverage cart personnel to be used on the course to provide refreshments to golfers. At a minimum, the beverage cart shall be used on a daily basis dependent upon course play and weather conditions.
- 7.3 The Golf Course Manager shall be responsible for setting and maintaining the menu and prices for the restaurant; and providing all inventory/stock associated with the restaurant operation, maintaining appropriate food and beverage items for resale.
- 7.4 Responsible for all utility and internet connection costs.
- 7.5 Responsible for all food handler permits and bartending licensing requirements by the Mohave County Department of Health and the Arizona State Liquor Licenses and Control.
- 7.6 Must provide a copy of the Certificate of Title 4 Training to the City of Kingman during the entire term of this agreement.

**8. PREPARTION OF BUSINESS AND MARKETING PLAN AND PERIODIC REPORTING REQUIREMENTS**

- 8.1 Prior to January 1<sup>st</sup> of each year of the agreement, the Golf Course Manager will prepare a business plan for his entire operation that defines business principles and practices for the Pro Shop, Restaurant and use of the course. At a minimum, this report will address what promotional programs have been instituted by the

Golf Course Manager, tournament and league play, special programs in junior and senior golf and that encourage local play.

- 8.2 Collect and deposit to the City Finance Department all due revenues daily.
- 8.3 In addition to daily financial reports, the Golf Course Manager agrees to provide monthly reports to the City Manager, Parks and Recreation Director and Common Council summarizing type of play for each day of the month. This monthly report will also include a summary of all promotions or reduced rates (or free) rounds of golf and a listing of all private golf cart agreements with copies of the insurance requirements. The Golf Course Manager also agrees to maintain annual pass records in an electronic format approved by the City that will include names, addresses, and type of annual passes.

## **9. CITY'S DUTIES AND OBLIGATIONS**

- 9.1 The City is responsible for the supervision, maintenance and service of the golf course, including the greens, fairways, driving range, grounds, and major maintenance of the golf carts, beverage cart, driving range dispensing machine, and driving range golf ball retrieving machine.
- 9.2 Provide building maintenance, major repair and/or remodeling (excluding janitorial services) to Golf Course Club House/Restaurant and range ball dispensing machine structure; subject to reasonableness and availability of budgeted funds.
- 9.3 Provide a minimum of seventy (70) motorized golf carts and one beverage cart.
- 9.4 The City may spend budgeted monies for promotion of the Kingman Cerbat Cliffs Golf Course. This will be considered on an annual basis during the City's fiscal year budget preparation.
- 9.5 The City shall receive all revenues daily (except Saturday, Sunday, and Holidays), credit the appropriate account and make the distribution to the Golf Course Manager in accordance with this Agreement.

**10. GOLF COURSE MANAGER'S COMPENSATION AND PAYMENTS TO CITY**

10.1 The Golf Course Manager shall receive on a monthly basis a percentage of fees and sales listed in the chart below.

<b>Revenue Source</b>	<b>Golf Course Manager %</b>	<b>City %</b>
Green Fees	26	74
Driving Range Fees	26	74
Golf Cart Rental	26	74
Season/Annual Passes	26	74
Food and Non-Alcoholic Beverage Sales	90	10
Alcohol Beverage Sales	90	10
Golf Club, Pull-Cart, and Equipment Rental	100	0
Golf Lessons	100	0
Merchandise Sales	100	0
Club House/Activity Center Rental	0	100

10.2 The City's monies collected under the categories of Alcohol Beverage Sales and Food and Non-Alcoholic Beverage Sales will be divided into two categories: ½ will go into the general fund and ½ will go into a capital renewal fund for the Clubhouse Facility. The City will reimburse per the procurement code, facility improvements that have been approved by the City. Upon termination of this agreement Manager must be fully reimbursed all City approved expenditures.

10.3 In the event the Golf Course gross revenues exceed \$900,000 (in the fiscal year) then the Golf Course Manager will collect 25% of the revenues that exceed that \$900,000 as a lump sum; excluded from this calculation will be any revenue in which the City receives no percentage.

11. **NOTICES** Any notice that is necessary shall be in writing and given by telefax, personal delivery, by deposit with an overnight express delivery service such as Federal Express, or by deposit in the United States Mail, certified mail-return receipt requested, postage prepaid, addressed to a Party at the address set forth below, or such other address as a Party may designate in writing by prior notice. The date notice is given shall be the date on which the notice is delivered if notice is given by personal delivery or overnight express delivery service, or three (3) days from the

date of deposit in the Mail, if the notice is sent through the United States Mail. Notice shall be deemed to have been received on the date on which the notice is delivered, if notice is given by personal delivery or overnight express delivery service, or three (3) days following the date of deposit in the mail, if notice is sent through the United States Mail.

To the City:

City Manager  
City of Kingman  
310 North Fourth Street  
Kingman, Arizona 86401

To the Golf Course Manager:

Levi Pitts  
Cerbati Cliffs Golf Course  
1001 Gates Avenue  
Kingman, Arizona 86401

## 12. SEVERANCE

- 12.1 In the event the Golf Course Manager fails or refuses to comply with the above-referenced conditions and covenants or grossly neglects to perform these duties, the City may, with thirty (30) days written notice, terminate this contract.
- 12.2 The City may terminate this agreement upon one-hundred and eighty (180) days written notification of any intent to sever this Agreement.
- 12.3 In the event this Agreement is terminated, under any of the conditions listed above, the Golf Course Manager shall provide the City with a chart of accounts, including all payables and receivables, and a current inventory of merchandise, equipment, and fixtures provided by Golf Course Manager.
- 12.4 Any merchandise, equipment, or fixture otherwise remaining in Golf Course Manager's inventory on the date of termination of this Agreement shall remain the property and responsibility of Golf Course Manager.

## 13. HOLD HARMLESS CLAUSE

Golf Course Manager shall indemnify, defend, and save harmless the City its employees, agents, or representatives; from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including any reasonable attorney's fees and/or litigation expenses, which may be brought or made against or incurred by the City on account of loss of or damage to any property for injuries to or death of any person, to the extent caused by, arising out of, or contributed to by reasons of any negligent act, or omission, professional error, fault, mistake, or negligence of the Golf Course Manager, its employees, agents,

representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement, or to the extent arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of Golf Course Manager and/or its subcontractors or claims under similar such laws or obligations. The Golf Course Manager's obligation shall not extend to any liability caused by the negligence of the City, or its employees.

The Parties shall each be fully responsible for compliance with all statutes, ordinances, codes, regulations, rules, court decrees or other laws (hereinafter collectively "Laws") applicable to it as part of fully performing the Project with regards to their respective roles. This Agreement shall not relieve either Party of any obligation or responsibility imposed upon it by Laws.

#### 14. **OTHER CONDITIONS OR PROVISIONS**

14.1 **Severability.** The terms of this Agreement are severable. Any waiver by the Parties of any provision herein shall not impair the right of any Party to enforce any other provision of the Agreement. Such provision of this Agreement shall be interpreted in a manner as to be effective and valid under applicable Laws. Such provision shall be ineffective solely to the extent of such prohibition or invalidity. Such prohibition or invalidity shall not invalidate the remainder of the provisions or any other provision.

14.2 **Voluntary Execution.** The Parties acknowledge having read the Agreement in its entirety and voluntarily sign the Agreement with the intended purpose that it be fully binding as set forth.

14.3 **Arbitration.** In the event of a dispute, the Parties agree to use arbitration only to the extent it is required by A.R.S. § 12-1518 or otherwise required by Arizona Rules of Civil Procedure. The Parties shall agree to fully exhaust administrative remedies before filing litigation

14.4 **No Implied Authority.** This Agreement shall not be considered to imply authority to perform any tasks, accept any responsibility, or to do any other thing in relation hereto, not expressly set forth herein.

14.5 **Construction of Contract.** This Contract shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of or against the party drafting this Contract. The parties acknowledge and agree that each has had

the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Contract.

- 14.6 **Legal Arizona Workers Act.** In compliance with A.R.S. § 41-4401, the Parties hereby warrants that they will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the Parties' employment of their employees, and with the E-Verify requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). The Parties shall further ensure that each subcontractor who performs any work for the Parties under this Agreement likewise complies with the State and Federal Immigration Laws.

The Parties agree and warrant that the Parties shall each have the right at any time to inspect the books and records of the other Parties and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws. The Parties agree that any act by another Party or subcontractor that results in the impediment or denial of access of the books and records of the Parties or subcontractor shall be a material breach of this Agreement on the part of the that Party.

Nothing herein shall make the Parties or subcontractor an agent or employee of any of the other Parties. Nothing herein shall act to establish privity of contract between any of the Parties and any subcontractor.

Any breach of the Parties' or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Agreement subjecting the offending Party to penalties up to and including suspension or termination of this Agreement. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, the Party shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, subject to each Parties' approval as soon as possible so as not to delay project completion and at no additional expense to the other Parties. Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of the offending Party.

The Parties shall advise each subcontractor of the Parties' rights and the subcontractor's obligations under this Article by including a provision in its contract with each subcontractor in the following form:

“Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor’s employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that the Parties may inspect the Subcontractor’s books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract.”

- 14.7 **Non-Discrimination.** The Parties will not discriminate on the or any other protected basis in the selection, treatment and retention of employees, subcontractors or in the procurement of materials and leases of equipment. The Parties also will not participate, either directly or indirectly, in any type of discrimination prohibited by any federal, state, or local law, including but not limited to Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and Executive Orders 99-4 and 2000-4 (including any amendments thereto).
- 14.8 **Scrutinized Business.** As required by A.R.S. §§ 35-391.06(A) and 35-393.06(B), the Parties certifies to each other that they do not have any scrutinized business operations (as defined in A.R.S. §§ 35-391 and 35-393) in Sudan or Iran.
- 14.9 **No Third Party Interest.** This agreement shall be binding upon the Parties and any successor-in-interest. No provision herein is intended to create a third beneficiary interest in any person or entity, including but not limited to the respective employees or agents of any Party.
- 14.10 **Attorney’s Fees.** If the services of an attorney are required to enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and court costs.
- 4.11 **Legal Action.** It is agreed that this contract shall be governed by the laws of the State of Arizona. Should any legal action be brought to enforce or interpret the terms or provisions of this Contract, any court of competent jurisdiction, located in Mohave County, Arizona, shall be proper venue for such an action. If any legal action is brought to enforce or interpret the terms or provisions of this Contract, the prevailing party shall be entitled to



COPY

**1<sup>st</sup> AMENDMENT TO THE  
GOLF COURSE MANAGEMENT AGREEMENT  
FOR KINGMAN MUNICIPAL GOLF COURSE  
AKA KINGMAN CERBAT CLIFFS GOLF COURSE**

This amendment to the agreement is entered into this 23rd day of October, 2014, by and between the City of Kingman, a municipal corporation of the State of Arizona, hereinafter called "City," and Levi Pitts, dba Cerbat Golf LLC, hereinafter called "Golf Course Manager."

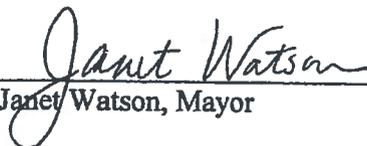
The Parties agree that a Point of Sale (POS) system is integral to the operations of the Cerbat Cliffs Golf Course.

The Parties agree to each pay one-half of the total cost for the POS system. Attached is the contract with Foreup with an annual cost of \$7200.00 per year and a contract end date of 12/31/2015 which coincides with the end of the Golf Course Management Agreement.

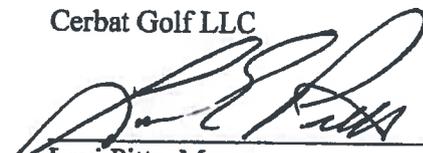
The POS agreement will be in the name of Levi Pitts, dba Cerbat Golf LLC. The City will have full access to any and all information, data, and reports contained in or generated by the POS system.

**IN WITNESS WHEREOF**, the Parties have signed this Agreement on the dates set forth below. This Agreement shall be effective as of the date first above written, and upon being fully executed and delivered this Agreement this 23rd day of October, 2014.

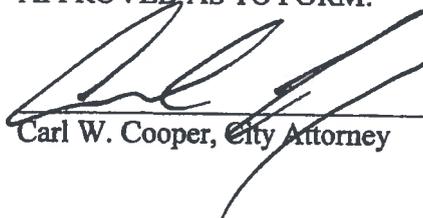
City of Kingman

  
\_\_\_\_\_  
Janet Watson, Mayor

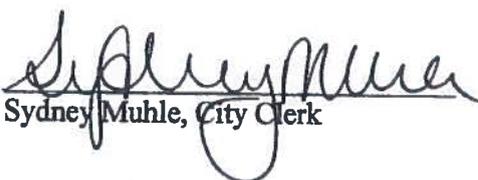
Cerbat Golf LLC

  
\_\_\_\_\_  
Levi Pitts, Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Carl W. Cooper, City Attorney

ATTEST:

  
\_\_\_\_\_  
Sydney Muhle, City Clerk



## Golf Course Report Wednesday 5/20/15

**Greens:** The greens had two applications with a combination of growth regulator's and nutrients applied to reduce the Poa seed head germination. This helps to keep the greens putting surface much smoother and putting true. Aairification of all greens, tee, fringes and approaches were given a dry application of gypsum and 0-0-50 fertilizer.

**Tees:** With the colder temperatures we have had staff fill all divots on all tees with sand seed mix to try to keep the tees in good condition. Please encourage golfers to fill their divots as they make them. The turf will recuperate much quicker. The new tee at #10 as well as the new approach on #12 are open and in use.

**Irrigation:** We are in the process of fine tuning all irrigation through-out the course in an ongoing effort to reduce water consumption.

**Water Retention Area:** The recent expansion of the water retention areas on the course proved very beneficial during the last storm system of 3/1/15 we received 1" of rain over the two days. Clean up time has been reduced leaving the crew free to catch up on regular maintenance of the rapidly growing turf. Storm Water retention basins have been constructed between #5 and #12 greens along the I-40 Freeway. This will be a big improvement during the Monsoon season.

**Composting:** The composting fairways went well and the fairways are in better condition than I have ever seen them. The results of this application are evident already; the turf is much greener, healthier and thicker already. We applied the material at ½ of the rate that we applied it last year. The material we are getting is aged and dried far better than the material we used at the end of last year and the odor while not pleasant it is not near as bad. I would like to get a larger spreader so that we can get this process done in one or two days and not have to spread it out over 2 weeks.

**#18 Fairway:** The widening of # 18 fairway along the left side of the landing area is complete and was seeded January 23<sup>rd</sup>; is filling in nicely. Fairway airification is ongoing we have had mechanical issues with the Vertidrain Airifyer.

**Trees:** An inventory of all of the trees on the golf course has been completed. The course has 367 Hardwood trees and 208 Pine trees for a total of 575. The crew has fabricated a green-house and we are starting a nursery of pine trees from seeds harvested from pinecones off of trees that are growing at the golf course. These trees do very well in our environment. They will be a great improvement for the future.

**Miscellaneous:** We have had several positive comments from out of town customers noting the turf conditions and speed of play. A recent group from Canada said, "We come down every year and this is the only course in the area that we play" Another foursome from Las Vegas stated that our greens rival any of the best private course they have ever played. The crew is being kept very busy doing all of the spring cultural practices along with trying to keep the rough cut. We have completed a much needed drainage project at the putting green near the Pro Shop. When it rains the water would back up to the base of the stucco supports of the new shade structure on the patio area. This would have detreated the pillars. Since the last report the golf course has utilized 1245 hours of inmate labor.

Mike Meersman

**ARTICLE IX.  
ADVISORY BOARDS, COMMITTEES, AND COMMISSIONS<sup>1</sup>**

**DIVISION 1. GENERALLY<sup>2</sup>**

**Sec. 2-155 Council authorized to create; applicability of article.**

(a) *Council's authority.* In addition to boards, committees, and commissions required by the Arizona Revised Statutes, the commission council may create such advisory boards, committees, and commissions as it deems appropriate.

(b) *Applicability of article.* Unless different requirements are specified for a particular board, committee, or commission in the Arizona Revised Statutes or elsewhere in this Code, this article shall apply to all boards, committees, and commissions of the city.

(Ord. No. 1549, 7-3-06)

**Sec. 2-156 Definitions.**

As used in this article, the following terms shall have the following meanings:

*Body* refers to a board, committee or commission of the city.

*Special body* is a body organized for a limited period to address a specific issue. Special bodies shall be so designated by the common council at the time such bodies are organized.

*Standing body* is a body organized for an indefinite period to address ongoing issues within its area(s) of responsibility. A body is a standing one unless designated as a special one.

(Ord. No. 1549, 7-3-06)

**Sec. 2-157 Membership.**

(a) *Balanced membership.* It is the policy of the city that each body shall have a balanced membership which (1) possesses expertise within the body's area(s) of responsibility, and (2) is representative of the diverse interests affected by the body's decisions. No body shall be dominated by any profession or special interest group. Achieving this objective shall be a priority in the recommendation and appointment of members.

(b) *Application.* An application of prospective members is hereby created and the following procedures are established:

(1) From time to time the city clerk shall publish in the newspaper an ad, in such form as the city clerk deems appropriate, listing vacancies and describing the application procedure.

(2) Application forms shall be uniform for all bodies and shall be available from the city clerk. Completed applications shall be returned to the city clerk and retained for the balance of that calendar year and one (1) calendar year thereafter. Applications are deemed public records and shall be available for public inspection.

(c) *Council authority.* Membership, meetings, compensation, and other regulations applicable to each body shall be established by the common council.

(d) *Appointments.*

(1) *Members.* The original members of a body shall be appointed by the mayor and must be approved by a majority vote of the common council. Subsequent appointments shall be by majority vote of the council after receiving the recommendation(s) of the body. Appointments recommended by the body shall be considered before other persons may be nominated. No person who has not filed a talent bank application with the city clerk shall be considered.

(2) *Chairpersons.* Annually, each body shall appoint from among its members a chairperson and vice-chairperson.

(3) *Vacancies.* Upon the resignation or removal of a member, the remaining members shall within thirty (30) days recommend a replacement from among those persons who have filed talent bank applications. Such recommendations must be approved by the common council as described in subsection (d)(1) of this section.

(4) *Oath of office.* Within ten (10) days after receiving notice of his or her appointment, each member shall file with the city clerk the oath of office required by A.R.S. § 38-231.

(5) *Compensation.* Members shall serve without compensation. Actual out-of-pocket expenses will be reimbursed upon approval by the chairperson and confirmation by a majority vote of the common council (subject to the availability of funds).

(e) *Membership of councilmembers.*

(1) *Standing bodies.*

a. *Voting membership.* A councilmember shall not be appointed as a voting member of a standing body unless the councilmember is in the final six (6) months of his or her term and is not a candidate for a subsequent term. This prohibition does not apply to membership on the emergency services council (section 6-1).

b. *Advisory membership.* One (1) councilmember shall be appointed to serve as a nonvoting advisory member of each standing body and as general liaison between the body and the council. The councilmember is encouraged to attend as many meetings of the body as time permits. The councilmember shall not be included in determining the number of members of the body.

(2) *Special bodies.* One (1) or more councilmembers may be appointed as voting members of special bodies.

(3) *Appointments.* Appointments of council members pursuant to subsections (e)(1) and (2) of this section shall be a majority vote of the remaining councilmembers. Councilmember appointments to advisory boards and commissions shall be for a one (1) year period, and during the month of June of each year the councilmembers shall be reassigned to new boards and commissions. In the event that a councilmember has been appointed to an advisory board or commission for less than one (1) year, then that councilmember may remain with that advisory board or commission for another full term.

(f) *Residency.*

(1) *Standing bodies.*

a. *Residency before appointment.* Except as provided in subsections (f)(1)(c) and (d) of this section, a member of a standing body shall have maintained his or her primary residence within the city limits and be a registered voter for at least one hundred eighty (180) days before being appointed. Residency of at least one (1) year is strongly recommended.

b. *Residency during membership.* Except as provided in subsections (f)(1)(c) and (d) of this section, a member of a standing body shall maintain his or her primary residence within the city limits during the term of his or her membership. A member who moves outside the city limits during the term of his or her membership shall immediately notify the mayor in writing and may be required to resign at the discretion of the common council.

c. *Exceptions at council's discretion.* Notwithstanding subsections (f)(1)(a) and (b) of this section, a nonresident may be recommended by a standing body and approved by the common council if (i) the nonresident possesses exceptional expertise which is directly relevant to the body, or (ii) there are an insufficient number of qualified resident applicants to fill the existing vacancies.

d. *Limited exceptions for certain bodies.* Notwithstanding subsections (f)(1)(a) and (b) of this section, and without regard to the criteria specified in subsection (f)(1)(c) of this section, the membership of the following bodies (which are responsible for facilities or services available to nonresidents as well as residents) may include a maximum of two (2) members (or, for bodies with more than seven (7) members, a maximum of one-third (1/3) of the members) who are nonresidents of the city but have maintained their primary residences within the Greater Kingman Area (as defined below) for at least fifty (50) days before their appointments:

- Golf course advisory committee
- Parks and recreation commission
- Municipal utilities commission
- Economic tourism and development commission
- Clean city commission
- Cultural arts commission
- Business license review board
- Transit advisory commission

Such a member shall continue to reside in the Greater Kingman Area during the term of his or her appointment or may be required to resign as provided in subsection (f)(1)(b) of this section. As used in this subsection, "Greater Kingman Area" shall include residences which are within the boundaries of the city's water service area or which have a Kingman mailing address.

(2) *Special bodies.* There are no residency requirements for members of special bodies.

(g) *Terms.*

(1) *Standing bodies.*

a. *Initial term of members.* A member of a standing body shall be appointed for a three (3) year term, with the exception that a member appointed to replace a member who has resigned or been removed shall be appointed for the remainder of the departing member's term. Terms shall be staggered.

b. *Reappointment of members.* A member of a standing body may be reappointed for an additional term upon the expiration of his or her initial term. A member appointed to replace a member who has resigned or been removed may be appointed for two (2) additional terms; provided, that their appointment to complete an unexpired term did not exceed eighteen (18) months. No member shall serve more than two (2) consecutive three (3) year terms on the same body or more than seven and one-half (7.5) years if their initial appointment was to fill an unexpired term. A member may serve more than two (2) consecutive three (3) year terms upon approval by a supermajority vote of the common council.

c. *Chairpersons.* The chairperson and vice-chairperson of a standing body shall be appointed for an annual term and may be reappointed any number of times during the terms of their memberships.

d. *Simultaneous membership.* No member of a standing body shall simultaneously serve as a member of another standing body. This prohibition shall not apply to membership on a special body, or on the board of adjustment, building board of appeals, business license review board, historic district design review board, industrial development board, volunteer firemen's relief and pension fund, public safety personnel retirement board, municipal property corporation, personnel board, or a non-city board, committee, or commission. Provided, however, no member of the planning and zoning commission shall simultaneously serve as a member of the board of adjustment.

(2) *Special bodies.* Members and chairpersons of special bodies shall be appointed for the duration of the body unless otherwise specified by the common council at the time the body is organized.

(h) *Removal.* A member of a body may be removed, with or without cause, by a majority vote of the common council. A body, with the approval of the council, may specify matters constituting cause for removal of its members. Such matters shall constitute cause for removal when reported to the mayor by the body. Such matters shall not, however, limit the discretion of the council to remove members for other reasons.

(Ord. No. 1549, 7-3-06; Ord. No. 1684, § 1, 8-2-10; Ord. No. 1721, § 1, 11-1-11)

## **Sec. 2-158 Meetings.**

(a) *Open Meeting Law.* All bodies established pursuant to this article shall comply with the requirements of the Arizona Open Meeting Law (A.R.S. § 38-431 et seq.).

(1) *Notices of meetings.* No later than January 31 of each year, each standing body shall file with the city clerk a statement identifying the locations where public notices and agendas of its meetings will be posted, together with a public notice of regularly scheduled meetings for the next twelve (12) months. The city clerk shall post a copy of the public notice on the official notice board at

the city complex. The city clerk shall be notified immediately of any revisions to the public notice.

(2) *Agendas.* The city staff liaison for a body shall deliver three (3) copies of the agenda for each meeting to the city clerk in time for the city clerk to post the agenda by the twenty-four-hour posting deadline. Revisions to the posted agenda shall be directed to the city clerk by the staff liaison or city manager.

(3) *Minutes.* A copy of the written minutes of each meeting shall be delivered to the city clerk, and shall be made available to the board, committee, or commission members at least seven (7) days prior to their next regularly scheduled meeting. Board, committee and commission minutes will be forwarded to the city council as soon as they are available, and prior to council action if timing permits.

(b) *Conflicts of interest.* All bodies and their members shall comply with the requirements of the Arizona Statutes concerning conflicts of interest, A.R.S. § 38-501 et seq.

(c) *Attendance at meetings.*

(1) *Generally.* Members are expected to attend all regular and special meetings of a body unless attendance is prevented by good cause. Except in emergencies, the chairperson or city staff liaison shall be notified at least twenty-four (24) hours before a meeting if a member is unable to attend.

(2) *Removal for unexcused absence.* For standing bodies, three (3) unexcused absences during one (1) calendar year shall be cause for removal of a member. For special bodies, two (2) consecutive unexcused absences shall be cause for removal. The chairperson shall have discretion to determine whether an absence is excused or unexcused.

(3) *Council meetings.* If an action recommended by the body is placed on the agenda of the common council, the chairperson or a member designated by the chairperson shall be encouraged to attend the council meeting and be prepared to answer such questions as may arise.

(d) *Quorum.* A majority of voting members shall constitute a quorum. If less than a quorum are present at a meeting, those who are present may receive public comments and set the time and place of the next meeting. Less than a quorum may not, however, take action on any other matter.

(e) *Voting by chairperson.* The chairperson and vice-chairperson are entitled to vote on all matters coming before the body except those as to which they must abstain due to a conflict of interests.

(Ord. No. 1549, 7-3-06; Ord. No. 1568, § 1, 3-19-07)

### **Sec. 2-158.1 Joint commission.**

(a) There is hereby established a joint commission consisting of the mayor and common council and the chairperson of each standing body.

(b) The joint commission shall meet as needed to discuss issues of mutual interest and concern. The time and place shall be specified by the common council no later than ten (10) days before the meeting. If the chairperson of a standing body is unable to attend a meeting, a member designated by the chairperson may attend.

(Ord. No. 1549, 7-3-06; Ord. No. 1569, § 1, 3-19-07)

**Secs. 2-158.2—2-158.9. Reserved.**

**DIVISION 2. HISTORIC PRESERVATION COMMISSION<sup>3</sup>**

**Sec. 2-158.10 Creation.**

There is hereby created a historic preservation commission for the City of Kingman.

(Ord. No. 620, § 2-158.10(a), 8-4-86)

**Sec. 2-158.11 Commission members.**

The historic preservation commission shall be comprised of seven (7) members, who shall serve without compensation and are appointed by the common council, all of whom have a demonstrated interest, experience or knowledge in one (1) of the following: history, archeology, architecture, planning, historic archeology, real estate, historic preservation, law, or a related field. If expertise in one (1) of the above mentioned fields/disciplines is not available locally, then the commission must obtain expertise in that field when considering Nation Register nominations and other actions that will impact historic properties.

(Ord. No. 620, § 2, 158.10(b), 8-4-86; Ord. No. 856, § 2f, 4-1-91)

**Sec. 2-158.12 Meetings.**

The commission shall meet four (4) times a year.

(Ord. No. 620, § 2-158.10(c), 8-4-86; Ord. No. 856, § 2g, 4-1-91)

**Sec. 2-158.13 Rules.**

The commissions shall prepare such rules as necessary to conduct business and maintain order. A record of all meetings shall be maintained in accordance with the rules and a regularly appointed person shall be designated to maintain the records for the commission. All rules prior to adoption by the commission shall be presented and approved by the city council. The commission shall prepare a written report of commission activities that is provided to the mayor and common council and the state historic preservation officer, and is available to the public. This report shall be submitted annually to the mayor and common council. Other reports, as the council or commission deem necessary, may be periodically submitted.

(Ord. No. 620, § 2-158.10(d), 8-4-86)

**Sec. 2-158.14 Commission powers and duties.**

(a) The historic preservation commission shall be advisory to the mayor and common council in all matters regarding historic preservation in the City of Kingman.

(b) Unless otherwise specified herein, the powers and duties of the historic preservation commission shall be as follows:

(1) Establish a city-wide policy for preservation and restoration of archeological, historical sites and properties located in the city for the purpose of preserving the heritage of the City of Kingman.

(2) Adopt criteria consistent with the National Register of Historic Places for the identification of historic districts.

(3) Prepare or cause to be prepared a comprehensive inventory of historic buildings and districts in the City of Kingman.

(4) Increase public awareness of the value of historic, architectural, archeological and cultural preservation by developing and participating in public information programs.

(5) Make known to the owners of historic properties and the public, standards for architectural review and assist the planning and zoning commission in design review of preservation projects.

(6) Evaluate and comment upon decisions by other public agencies affecting the physical development and land use patterns in historic districts, as appropriate.

(7) Hold public hearings as specified in this division.

(8) Any other functions which may be designated by resolution or motion of the council.

(Ord. No. 620, § 2-158.10(e), 8-4-86)

**Secs. 2-158.15—2-158.19. Reserved.**

### **DIVISION 3. CLEAN CITY COMMISSION<sup>4</sup>**

**Sec. 2-158.20 Created; purpose.**

A clean city commission is hereby created for the purpose of assisting the common council in establishing a city-wide policy for decreasing the amount of loose refuse in the city.

(Res. No. 997, § 1, 7-15-85; Res. No. 1109, § 1, 12-15-86)

**Sec. 2-158.21 Membership; staff liaison.**

The clean city commission provided for herein shall be comprised of seven (7) members to be appointed by the common council. The board shall consist of representatives from diverse backgrounds chosen, if possible, from the following:

Business and industry representatives

Labor representatives

Community organizations

Education

Members at large

Planning director or designee and sanitation superintendent

The planning director (or designee) and the city sanitation superintendent shall act as staff liaison to the commission.

(Res. No. 997, § 2, 7-15-85; Res. No. 1109, § 2, 12-15-86; Ord. No. 856, § 2h, 4-1-91; Ord. No. 1730, § 1, 5-1-12)

**Sec. 2-158.22 Responsibilities.**

The clean city commission shall recommend refuse and environmental management policies to the city council so all city refuse and clean city activities may follow a common purpose. The commission shall have the following responsibilities:

- (1) Develop city-wide refuse and environmental policy plan(s); excluding policies concerning the financial structure of the sanitation system;
- (2) Evaluate city actions in light of that policy;
- (3) Determine and recommend to the common council management and program priorities on a city-wide basis.
- (4) Recommend enforcement and additional program alternatives;
- (5) Monitor city performance from data collected and examined under the Keep America Beautiful, Inc., Clean Community System guidelines and make an annual report to the common council; and
- (6) Carry out such other tasks as the common council may designate.

To accomplish these responsibilities the commission may establish subcommittees in the areas of business and industry, communications, community organization, municipal operations, and schools. The members and operations of each subcommittee will be as specified by the commission.

(Res. No. 997, § 4, 7-15-85; Res. No. 1109, § 4, 12-15-86; Ord. No. 856, § 2j, 4-1-91)

**Editor's note:** Section 2i of Ord. No. 856, adopted April 1, 1991, deleted former § 2-158.22 and § 2j renumbered § 2-158.23 as § 2-158.22. The deleted provision pertained to organization of the commission and derived from Res. No. 997, § 3, adopted July 15, 1985, and Res. No. 1109, § 3, adopted Dec. 15, 1986.

**Secs. 2-158.23—2-158.29. Reserved.****DIVISION 4. TOURISM DEVELOPMENT COMMISSION<sup>5</sup>****Sec. 2-158.30 Created; purpose.**

A tourism development commission is hereby created for the purpose of assisting the mayor and common council in establishing and maintaining tourism development within the city. The body shall be composed of seven (7) members. (Res. No. 1110, § 1, 1-5-87; Ord. No. 1655, § 1, 4-20-09; Ord. No. 1676, § 1, 3-15-10; Ord. No. 1728, § 1, 4-3-12)

**Sec. 2-158.31 Responsibilities.**

The tourism development commission shall advise and recommend policy to the mayor and common council concerning:

- (a) The promotion of tourism.
- (b) The establishment of a source of data pertaining to tourism development.
- (c) The disposition of the room tax monies allocated to the commission by the mayor and common council through legislative action.

(Res. No. 1110, § 3, 1-5-87; Ord. No. 856, § 2l, 4-1-91; Ord. No. 1676, § 1, 3-15-10)

**Editor's note:** Section 2k of Ord. No. 856, adopted April 1, 1991, deleted former § 2-158.31, which pertained to membership of the commission and derived from Res. No. 1110, adopted Jan. 5, 1987. Section 2l of Ord. No. 856 renumbered former § 2-158.32 as § 2-158.31.

**Secs. 2-158.32—2-158.39. Reserved.**

**DIVISION 5. GOLF COURSE ADVISORY COMMISSION<sup>6</sup>**

**Sec. 2-158.40 Created; purpose.**

A golf course advisory commission is hereby created for the purpose of assisting the common council in establishing and maintaining a policy for the use of the municipal golf course.

(Res. No. 1111, § 1, 12-15-86)

**Sec. 2-158.41 Membership.**

The golf course commission shall be comprised of seven (7) members of the public. The golf pro and parks and recreations director shall act as nonvoting members of the commission.

(Res. No. 1111, § 2, 12-15-86)

**Sec. 2-158.42 Function.**

The golf course commission shall advise and recommend to council policy with respect to the current use and future needs of the golf course.

(Res. No. 1111, § 3, 12-15-86)

**Secs. 2-158.43—2-158.49. Reserved.**

**DIVISION 6. RESERVED<sup>7</sup>**

**Secs. 2-158.50—2-158.59. Reserved.**

**DIVISION 7. TRANSIT ADVISORY COMMISSION**

**Sec. 2-158.60 Establishment.**

A public transit commission is hereby created to serve as an advisory group to the common council on public transportation issues within the city and the surrounding area.

(Ord. No. 1326, § 1, 3-4-02)

**Sec. 2-158.61 Purpose.**

The transit advisory commission is established by the guidelines of Section 5311 Program Guidelines for the Arizona Department of Transportation. The commission will act in an advisory capacity to the city council in the development of the transit program and guide future planning of that program(s) to assure that the public transit system meets the needs of the majority of people in the Kingman area.

(Ord. No. 1326, § 1, 3-4-02)

**Sec. 2-158.62 Membership.**

The transit advisory commission shall be composed of seven (7) members appointed by the mayor and council. Membership on the commission shall consist of:

- A representative of the elderly in the community;
- A representative of the disabled in the community;
- A representative of the passengers of the community;
- A representative of the social services agencies in the community;
- A representative of the businesses in the community;
- Two (2) at-large members.

(Ord. No. 1326, § 1, 3-4-02)

**DIVISION 8. ECONOMIC DEVELOPMENT AND MARKETING COMMISSION****Sec. 2-158.70 Establishment.**

An economic development and marketing commission is established to make recommendations and assist the Kingman common council in economic development and marketing strategies and policies for the City of Kingman.

(Ord. No. 1667, § 1, 10-19-09)

**Sec. 2-158.71 Responsibilities.**

The economic development and marketing commission shall advise and recommend policy to council concerning:

(a) Develop and maintain programs to help in the maintenance and expansion of existing business, industrial and commercial enterprises.

(b) Promote economic development and to establish a framework to be utilized in coordinating local, state and federal efforts to attract and encourage sound economic growth in the city.

(c) The establishment of a civic and economic climate that will encourage the expansion of existing business and attract new businesses within the city limits.

(d) The creation and maintenance of informational resources to assist in the promotion of economic development and marketing strategies for the city, existing businesses, and potential businesses.

(Ord. No. 1667, § 1, 10-19-09)

**Sec. 2-158.72 Membership.**

The economic development and marketing commission shall be composed of nine (9) members of the general public with a staff liaison and one (1) nonvoting council liaison. The commission shall have a balanced membership composed of representatives from various businesses, professions, and knowledge bases.

(Ord. No. 1667, § 1, 10-19-09; Ord. No. 1691, § 1, 9-7-10)

**Sec. 2-158.73 Meetings.**

The economic development and marketing commission shall meet on a monthly basis on a date and time determined by the commission.

(Ord. No. 1667, § 1, 10-19-09)

## DIVISION 9. YOUTH ADVISORY COMMISSION

### **Sec. 2-158.80 Creation of the youth advisory commission.**

In order to make recommendations on policy, rules, and regulations to the city council on relevant items that involve the youth of the city, a municipal youth advisory commission is hereby created, to consist of seven (7) members. (Ord. No. 1689, § 1, 10-19-10)

### **Sec. 2-158.81 Eligibility, appointment, and representation.**

Eligible applicants for the youth advisory commission are those who are enrolled and actively attending a public, private, charter, or home school education curriculum within the academic grades of nine (9) and twelve (12), have an academic grade point average of 2.5 or greater, and no members shall be over the age of eighteen (18).

The youth advisory commission shall be comprised of seven (7) members. The members of the youth advisory commission shall be nominated by the mayor and appointed by the city council. Applicants shall apply for a youth advisory commission position through the office of the city clerk.

Seats will be reserved for representatives or nominees of student government from all Kingman high schools. (Ord. No. 1689, § 1, 10-19-10)

### **Sec. 2-158.82 Terms, succession, expansion, and removal of members.**

The youth advisory commission shall have two (2) year terms that are staggered, beginning on July 1 and ending on June 30. Members may serve no more than two (2) terms. If a member graduates from high school they may finish their current term as long as they are attending a trade school or higher education institution in a full-time capacity that is located in Mohave County. Applications must be submitted for each term, whether a new term or a reappointment.

Any member absent for three (3) consecutive meetings of the youth advisory commission without being excused by its chairperson shall be considered as having vacated his appointment and may at the discretion of the city council be removed from office. Any member may be removed for cause as defined in section 2-157(h).

(Ord. No. 1689, § 1, 10-19-10; Ord. No. 1726, § 1, 3-20-12)

### **Sec. 2-158.83 Powers and duties of commission.**

The youth advisory commission shall have the following powers and duties:

(a) To establish bylaws, rules, and regulations, subject to the approval of city council, that are consistent with the bylaws, rules, and regulations set forth by other established commissions recognized by the city of Kingman as it deems necessary for its government and for the faithful performance of its duties;

(b) To set a time for regular meetings which shall be held at least once each month if there is business to transact;

(c) To attend at least five (5) additional city council or commission meetings during a twelve (12) month term. At least two (2) of these meetings must be city council meetings;

(d) To appoint one of its members as the chairperson of the youth advisory commission and one as vice chairperson;

(e) To meet with the mayor, city council or city staff on an as-needed basis;

(f) To make recommendation(s) to the mayor and city council concerning the interests, needs, and welfare of the youth within the city on an as-needed basis;

(g) To assist and advise the mayor, city council, and city departments on any topic the commission feels is appropriate regarding youth issues and related matters within the city;

(h) To advise and consult, through the staff and council liaison, items to be included on the meeting agenda of the city council; and

(i) Through workshops, forums, discussions, meetings, and other necessary mediums the responsibility to encourage and promote the education of youth regarding city government and the importance of citizen input, participation and responsibility.

(Ord. No. 1689, § 1, 10-19-10)

#### **Sec. 2-158.84 Quorum.**

Four (4) members of the youth advisory commission shall constitute a quorum. The affirmative vote of four members of the youth advisory commission shall be required for passage of any matter coming before it. The minutes of the meeting shall reflect the "ayes" and "nays" cast on a particular measure and shall reflect the vote of each member present.

(Ord. No. 1689, § 1, 10-19-10)

#### **Sec. 2-158.85 Staff liaison, council liaison, and recording secretary.**

The youth advisory commission shall be assigned a staff liaison and recording secretary by the city. The city manager or his duly authorized representative shall act as a staff liaison but shall not be entitled to take part in any voting. The staff liaison shall prepare the youth advisory commission agendas and serve to facilitate youth advisory commission meetings, discussions, workshops, or other related youth advisory commission activities. The recording secretary shall record the minutes of all the meetings and file all appropriate commission materials with the office of the city clerk.

The mayor or a designated city council member shall act as council liaison but shall not be entitled to take part in any voting. The council liaison shall regularly report to city council on commission matters pertaining to city business but may choose to assign the report to a member of the commission.

The council liaison, staff liaison, and recording secretary shall attend all scheduled youth advisory commission meetings and the council or staff liaison shall advise the chairperson of matters relating to city council or city staff action.  
(Ord. No. 1689, § 1, 10-19-10)

---

<sup>1</sup> **Cross references:** Emergency sewers council, § 6-1.

<sup>2</sup> **Editor's note:** Ord. No. 1549 adopted July 3, 2006, amended Div. 1 in its entirety to read as herein set out. Former Div. 1, §§ 2-155—2-158.1, pertained to similar subject matter and derived from Ord. No. 1533, adopted Mar. 6, 2006. See the Code Comparative Table for full derivation.

<sup>3</sup> **Editor's note:** Ord. No. 620, adopted Aug. 4, 1986, added § 2-158.10 to the Code, which has been codified as Div. 2, §§ 2-158.10—2-158.14, for classification purposes.  
**Cross references:** Historic preservation plan adopted by reference, § 5-4.

<sup>4</sup> **Editor's note:** Res. No. 997, adopted July 15, 1985, as amended by Res. No. 1109, adopted Dec. 15, 1986, has been codified as Div. 3 hereof at the editor's discretion.  
**Cross references:** Litter, § 7-181 et seq.; garbage system, § 9-101 et seq.

<sup>5</sup> **Editor's note:** Nonamendatory Res. No. 1110, §§ 1—3, adopted Jan. 5, 1987, has been codified as Div. 4 hereof at the discretion of the editor.

<sup>6</sup> **Editor's note:** Res. No. 1111, adopted Dec. 15, 1986, did not expressly amend the Code; hence, inclusion as Div. 5 hereof was at the editor's discretion.  
**Cross references:** Parks and recreation department, § 2-112 et seq.

<sup>7</sup> **Editor's note:** Ord. No. 1711, § 1, adopted July 5, 2011, repealed Ch. 2, Art. IX, Div. 6, "Cultural Arts Commission," consisting of §§ 2-158.50—2-158.59 as derived from Ord. No. 1078, § 1, 5-20-96.

# Open Meeting Law

City Clerk's Office

## Arizona State Statutes – the Basis of Open Meeting Law

"All meetings of any public body shall be public meetings and all persons so desiring shall be permitted to attend and listen to the deliberations and proceedings."

"It is the public policy of this state that meetings of public bodies be conducted openly and that notices and agendas be provided for such meetings which contain such information as is reasonably necessary to inform the public of the matters to be discussed or decided."

## Why Should I Care?

Open Meeting Law protects the public and preserves their right to participate in government.

Open Meeting Law protects public officials and maintains integrity of government, ensures a better informed citizenry, and builds trust between government and citizenry.

## Who Must Comply with Open Meeting Law

### YOU do!

Public Bodies are "the legislature, all boards and commissions of this state or political subdivision, ...all standing, special or advisory committees or subcommittees of, or appointed by, the public body".

## What is a Subcommittee?

A subcommittee is any entity, however designated, that is officially established, on motion and order of a public body, and whose members have been appointed for the specific purpose of making a recommendation concerning a decision to be made or considered or a course of conduct to be taken or considered by the public body.

## What Constitutes a Meeting?

"A meeting is a gathering, in person or through technological devices of a quorum of a public body at which they discuss, propose or take legal action, including deliberations."

*This includes telephone and e-mail communications.*

## Quorum

Public bodies frequently struggle with questions about quorum. Arizona statutes generally define a quorum as a majority of the members of a board or commission. Vacant positions do not reduce the quorum requirement.

Board members may be disqualified from voting on a particular matter for a variety of reasons, most commonly because they have a conflict of interest. The general rule on disqualification is that a disqualified member, even though present at a meeting of the public body may not be counted for purposes of convening the quorum to discuss or decide the particular matter for which the member is disqualified.



## Discussing and Deciding Matters Not Listed on the Agenda

The public body may discuss, consider, or decide only those matters listed on the agenda and "other matters related thereto." The "other matters" clause provides some flexibility to a public body but should be used cautiously. The "other matters" must in some reasonable manner be "related" to an item specifically listed on the agenda.

## Discussing and Deciding Matters Not Listed on the Agenda Continued

If a matter not specifically listed on the agenda is brought up during a meeting, the better practice, and the one that will minimize subsequent litigation, is to defer discussion and decision on the matter until a later meeting so that the item can be "specifically" listed on the agenda.

If action is taken at a meeting on an item not properly noticed then that particular action violates the Open Meeting Law and is null and void.



## Calls to the Public

An open call to the public is an agenda item that allows the public to address the public body on topics of concern within the public body's jurisdiction, even though the topic is not specifically included on the agenda.

Calls to the Public are **NOT** required by state statute.

Public bodies may impose reasonable time, place, and manner restrictions on speakers.

## Your Responsibility in Regards to Calls to the Public

An individual public officer may respond to criticism, ask staff to review an item or ask that an item be placed on a future agenda, but he or she may NOT dialogue with the presenter or collectively discuss, consider, or decide an item that is not listed on the agenda.

Individual members of the public body may respond to criticism by **individuals** who addressed the public body during the call to the public, but the public body may not collectively discuss or take action on the complaint unless the matter is specifically listed on the agenda.

## The Public's Rights

The Public has a right to:

- Attend
- Listen
- Tape Record
- Video Tape

The public has no right to:

- Speak
- Disrupt

*Calls to the Public can be permitted if the board or commission so decides and it is included on the meeting agenda.*

## Circumvention of the Open Meeting Law

Discussions and deliberations between less than a majority of the members of a governing body or other devices when used to circumvent the purposes of the Open Meeting Law violate that law.

Public officials may not circumvent public discussion by splintering the quorum and having separate or serial discussions with a majority of the public body members. Splintering the quorum can be done by meeting in person, by telephone, electronically, or through other means to discuss a topic that is or may be presented to the public body for a decision.



## Sanctions for Violations of the Open Meeting Law

**Nullification.** All legal action transacted by any public body during a meeting held in violation of any provision of the Open Meeting Law is null and void unless subsequently ratified.



**Investigation and Enforcement.** The Open Meeting Law specifically provides that the Attorney General and County Attorneys are authorized to investigate alleged Open Meeting Law violations and enforce the Open Meeting Law. Anyone affected by "legal action" of a public body, the Attorney General or the County Attorney may file suit in superior court to require compliance with or prevent violations of the Open Meeting Law.

## Sanctions for Violations of the Open Meeting Law Continued

**Civil Penalties.** The court may impose a civil penalty not exceeding \$500 against any person for **EACH** violation of the Open Meeting Law. This penalty can be assessed against a person who violates the Open Meeting Law or who knowingly aids, agrees to aid or attempts to aid another person in violating the Open Meeting Law.

\*\*This penalty is assessed against the *individual* and not the public body and the public body may not pay the penalty on behalf of the person assessed\*\*

## Sanctions for Violations of the Open Meeting Law Continued

**Attorney's Fees.** The court may also order payment of reasonable attorney's fees to a successful plaintiff in an enforcement action brought under the Open Meeting Law.

\*\*Normally those fees will be paid by the political subdivision of which the public body is a part or to which it reports. Costs may also be assessed to the individual public officer\*\*

## Sanctions for Violations of the Open Meeting Law Continued

**Expenditure for Legal Services by Public Body Relating to the Open Meeting Law.** A public body may not retain counsel or expend monies for legal services to defend an action brought under the Open Meeting Law unless the public body has legal authority to make such an expenditure pursuant to other provisions of law and it approves the expenditure at a properly noticed open meeting prior to incurring the obligation.

## Sanctions for Violations of the Open Meeting Law Continued

**Removal From Office.** If the court determines that a public officer violated the Open Meeting Law "with intent to deprive the public of information" the court may REMOVE the public officer from office.

## In Conclusion....

All boards, commissions, and subcommittees are required to comply with the Open Meeting Law

The Open Meeting Law applies to **YOU** as a commissioner

There are serious consequences to breaking the Open Meeting Law which **YOU**, as a commissioner are responsible for.

**2015 Cerbat Cliffs Golf Course Rates**  
**Recommended excluding by Golf Course Manager**

<b>Green Fees 9 holes:</b>	<b>Resident Rate</b>	<b>Non-Resident Rate</b>
9 Hole - Juniors	\$7.00	\$13.00
9 Hole - Seniors	\$12.00	\$19.00
9 Hole - Regular	\$14.00	\$20.00
9 Hole - Weekends	\$15.00	\$21.00
<b>Green Fees 18 holes:</b>		
18 Holes - Juniors	\$9.00	\$24.00
18 Holes - Seniors	\$20.00	\$35.00
18 Holes - Regular	\$22.00	\$37.00
18 Holes - Weekends	\$24.00	\$39.00
<b>Summer Special June 1st- Aug 31st Cart Include</b>	\$33.00	
<b>Annual Passes:</b>		
Weekdays	\$980.00	
Seven Day	\$1,200.00	
Include your Spouse - Weekday	\$470.00	
Include your Spouse - 7 Day	\$570.00	
Off Season - Week Day November thru April	\$545.00	Consider
Off Season- 7 Day November thru April	\$660.00	Combining to one
Jr. Annual	\$440.00	
Jr. Summer Pass-3 month June, July , August	\$220.00	
<b>Super Saver Cards</b>		
Six Month Card-12 Rounds -Cart included	\$445.00	Recommend Delete Rate
One Year Card-24 -Cart included Rounds	\$885.00	Recommend Delete Rate
<b>Cart Rentals:</b>		
9 Holes - 1 Player	\$11.00	
9 Holes - 2 Players	\$8.00	
9 Holes - Golf Card	\$8.00	
18 Holes - 1 Player	\$20.00	
18 Holes - 2 Players	\$16.00	Recommend Delete Rate
<b>Private Cart Trail Fees:</b>		
Trail Fee - Single	\$830.00	
Trail Fee - Include your Spouse	\$410.00	
<b>Driving Range:</b>		
Small Bucket	\$3.00	
Large Bucket	\$6.00	

6 sold  
1 sold

**All Rates Include tax**

**The Resident boundaries are the Kingman Unified School District**

## 2015 Tournament Schedule Cerbat Cliffs Golf Course

	EVENT	DATE	Date	
Mar	Farnham Group	3/14/2014	3/13/2015	
	Simpson Group	3/29/2014	Seasonal	
April	Ladies Fun Group	4/8/2014	4/7/2015	
	Lingenfelter Tourney	4/12/2014	4/25/2015	
	<b>Greens Airification</b>		4/26/2015	
May	Margarita Open	5/3/2014	5/3/2015	
	KMGA Best Ball	5/10/2014		
	United Ways	5/17/2014	5/16/2015	
	Black & Blue Night Tourney		Not Confirmed	
	Sarah's House		5/31/2015	
June	Kingman Academy (9 Holes)		5/9/2015	
	Lee Williams	6/14/2014	6/26/2015	
	Desert/Shuffler	6/14/2014	6/13/2015	
	Desert/Shuffler	6/15/2014	6/14/2015	
	KAAP	6/21/2014	5/31/2015	
	Lee Williams Booster Club	6/27/2014	No Schedule	
	July	Kingman City Championship JR	7/14/2014	Not Confirmed
Kingman City Championship JR		7/15/2014	Not Confirmed	
Rotary (NOTE: CHANGE)		7/19/2014	Not Confirmed	
Aug	Firemans	8/9/2014	7/11/2015	
	Code 3	8/23/2014	8/16/2015	
	Kingman Elks	8/30/2014	8/22/2015	
Sep	MECO	9/6/2014	9/12/2015	
	Shirochman	9/12/2014	Not Confirmed	
	KMGA	9/13/2014		
	KMGA	9/14/2014		
	Shirochman	9/14/2014	Not Confirmed	
	KRMC	9/20/2014	9/13/2015	
	Holly Mack Nite Tournament	9/26/2014	Not Confirmed	
	Pine Lake	9/27/2014	9/5/2015	
	Colorado River Golf Club	9/29/2014	Not Confirmed	
	Oct	ARCA	10/2/2014	Not Confirmed
Outlaw Classic		10/14/2014	Not Confirmed	
LWHS Girls		10/16/2014	No Schdule	
City/County		10/18/2014	Not Confirmed	
Young Life		10/18/2014		
Pleased Golf Sammeli		10/25/2014		
Lake Esnore		10/28-10/30	Seasonal	
Nov		Lee Williams Student Coucil	11/1/2014	
		Kelly Tanner	11/8/2014	

Updated 02/11/2015







## Golf Course Report Wednesday 2 /18/15

**Snow Cover:** With the colder temperatures and snow cover the golf course was closed five days. To enable the course to open on the sixth day our crew had to wash the remaining ice away on #1 and #8 greens where the trees shade the green. Due to liability concerns we are very cautious when considering the course opening when there are frost and ice conditions.

**Greens:** All greens, tee, fringes and approaches were given a dry application of gypsum and 0-0-50 fertilizer. This application ensures healthy turf conditions going into the extreme winter conditions. The new putting green is coming in nicely and is being mowed on a regular basis.

**Water Retention Areas:** The Storm Water Retention area at the back of the driving range was increased in size. The area to the left of #2 has been more than tripled in size with sub surface drains installed to allow the water to release downstream slowly.

**Tees:** With the colder temperatures we have had staff fill all divots on all tees with sand seed mix to try to keep the tees in good condition. Please encourage golfers to fill their divots as they make them. The turf will recuperate much quicker. The new forward tee on #10 was seeded and covered on Wednesday, November 5<sup>th</sup> and is filling in nicely. The cart path was extended around it to the right and curbing was installed around the back side of the tee.

**Tree Work:** A tree was removed from #15 green apron; the tree was unhealthy and it was planted too close to the green, as are many other trees on our golf course. This cause's tree root to grow far into the green complex robbing water and nutrients. Several trees in the area of #15 and the putting green areas were pruned and thinned out to help their health long term.

**Drainage:** Sub surface drainage was installed around the back of #17 green apron. Drainage maintenance is a real challenge; even in the desert. The tree roots are very damaging to drain lines. We have had to rotor-root out tree roots from several drain lines.

**Cart Path Improvements:** The cart path around #17 green complex is finished and turned out great. We also completed a cart path around the left side of #15 green complex. With next year's budget we are planning on going around the Right side of this green and joining up where we left off behind the green. Both cart path projects are a great improvement.

**Composting:** The fairways have come thru this season better than they have in years. We have begun composting and are applying the material at ½ of the rate that we applied it last year. The material we are getting is aged and dried far better than the material we used at the end of last year and the odor, while not pleasant, it is not as bad.

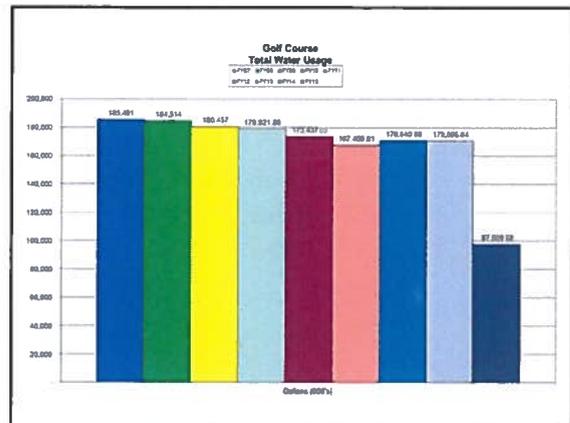
**#18 Fairway:** The widening of #18 fairway along the left side of the landing area is complete and was seeded January 23rd. This fairway is very narrow and the property line is much closer than it was thought to be.

**Miscellaneous:** The water feed for the Maintenance building comes from a meter behind #1 green across the entire course. We have had six separate leaks on this pipe that were difficult to find and timely to repair (mess on #11 by the bunker on the right). We are in conversation with the Water Department to tap the main on Greenway and come down along 15 tee with a new water line. The crew has done a great job on all of the projects we have gotten done this winter. Since the last report the golf course has utilized 1245 hours of inmate labor.

Mike Meersman

### Water Conservation

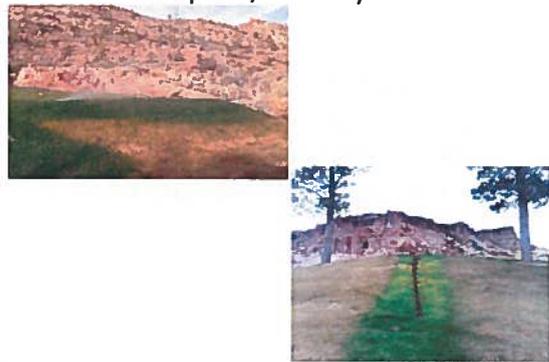
- Mother Nature's variables.
- Heat
- Cold
- Wind
- Humidity
- Rain amounts
- Soil type



### Growing Environment

- Turf type - Cool Season
- Soil Quality; extremely low in organic matter
- Dry out quickly & require frequent watering.
- Healthy turf requires less water.
- Waste Water Treatment Composting
- Heavy in slow decomposing organic matter
- Holds moisture and is high in nutrients

### Compost / Healthy Turf



### Block Vs. Valve in Head

- Blocks have electrically controlled valves.
- When turned on 4 to 10 sprinklers run.
- Old 9 Holes Block Irrigation system.
- Consists of 221 block stations.
- Areas of a block require different rates of water.
- Low areas & zones with heavier soils, less water.
- Nozzle down
- Saving water and minimizing wet areas.

### 7 sprinklers in one Block



### Irrigation run time

Percentages adjusted daily

- Relative humidity
- Wind speeds
- Temperature
- Soil type
- Turf type

### Adjust Sprinkler Patterns

- Part circle Sprinklers along areas water is not needed.
- Desert areas
- Parking lots
- Sidewalks
- Buildings,
- Sand bunkers



### Day Time Watering

- Hot and windy days
- 5 minute syringe; cools the turf canopy
- Replenishes the moisture lost to evaporation
- Allows for shorter run times at night

### Hand Water

- Dry & stressed areas are watered by hand
- Minimize run times on the entire block
- Greens, approaches and aprons
- Inmates big help



### Irrigation Audits 7521

- People see stressed and dying turf; ADD more water.
- Proper Sprinkler performance very important.
- Plugged Nozzles.
- Sprinkler level in relation to the turf.
- Set too low; grass deflects the spray pattern.
- Causing Donut effect.

### Donut Effect



### Another Donut



### Other Variables

- Winter irrigation; Turf dormant water only enough to keep desiccation from occurring.
- Leak identification & repair; extremely important to minimize water loss.
- Continue cultural practices; aerification, thatch control, fertility, etc.
- Healthy turf requires less water.
- Wetting Agents & Growth Regulators as budget allows.

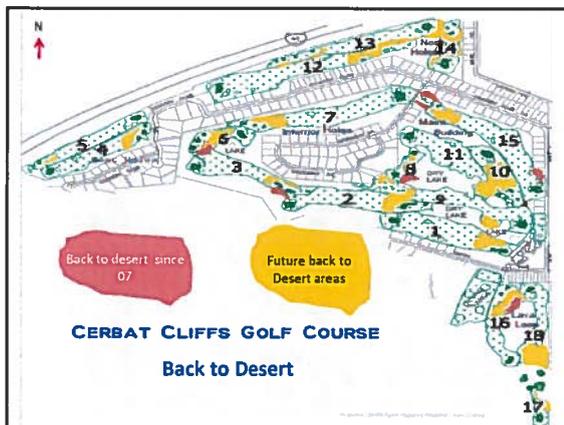
### Moisture Meter

You know when Irrigation is needed

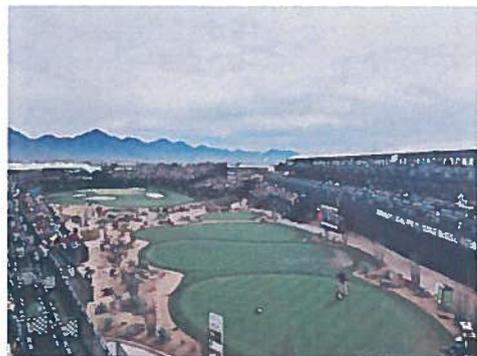


### Back to Desert

- Out of play areas converted back to Desert landscape.
- Irrigation rerouted desert material & plantings.



### Out of play Desert areas

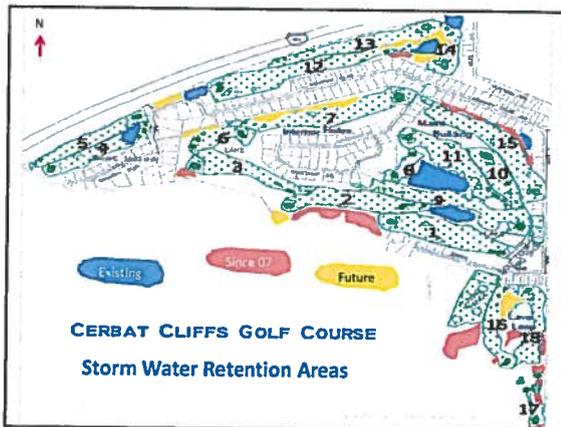


### Storm Water Retention Areas

- Since 2007 thirteen retention areas added.
- Large pools constructed to contain the water for a long period of time.
- Allows sediment, soil, debris to settle out.
- More water soaks in replenishing the aquifer.
- Remainder released slowly Down Stream.

### Reasons

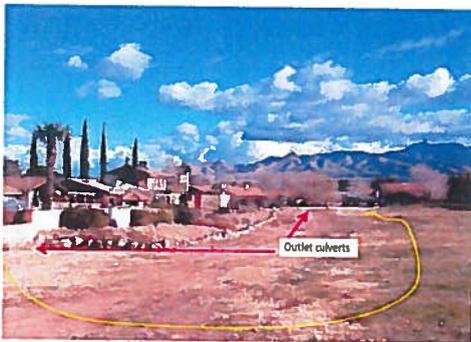
- Minimize flooding to neighborhoods downstream from the golf course.
- Much less course Clean After Monsoon.
- Course Playable soon after rain.
- Turf Conditions healthier.
- Soils Utilized for construction projects.



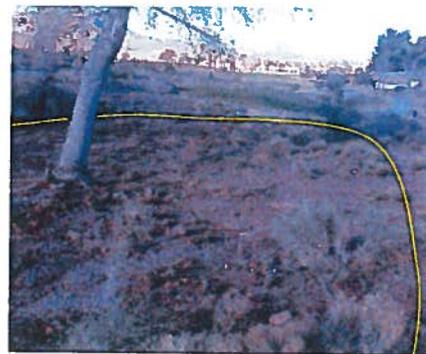
#12



#15



18 Behind Tees



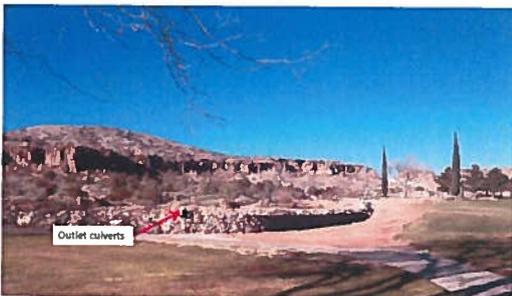
#18 between all tees



#18 Right of the Cart path



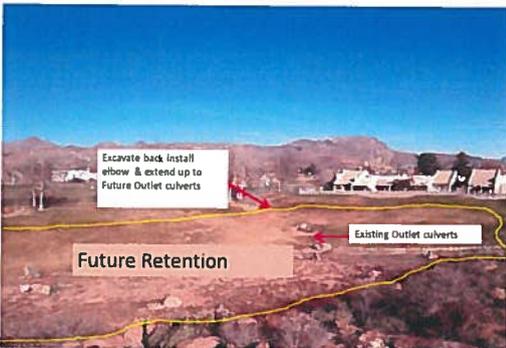
Behind #1 green



Left of #2 Fairway



Future Sight Left of 16



Along I-40 between 5 & 12

